Reed for Record June 16 1978 At 1300'clk P. M. Come Day Recorded & Exid per Charles C. Keller, Clk White Herd is Crustis made the 22rd day of May 1978, soons the Truston, 1:d Jacobsen Jr., Inc., a Maryland Corporation,

(herein "Borrower"), and Robert N. Reeves and Robert K. Maddox

(herein "Trustees"), and the Bencheinry, COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ECCEVILLE, a corporation organized and existing under the laws of the United States of America, whose address is 110 Commerce Lane, Rockville, Maryland 20850 (herein "Lender"), WITNESSETH

WHEREAS the said Borrowers hereto are justly indebted unto COUNTY FEDERAL SAVINGS AND LOAN ASSOCI-ATION OF ROCKVILLE in the principal sum of TWO HUNDRED SEVENTEEN THOUSAND AND NOT for which amount they have made, executed and delivered their was constant which amount they have made, executed and delivered their was constant which amount they have made, executed and delivered their was constant which amount they have made, executed and delivered their was constant. date herewith and bearing interest at the rate set forth in said note, said principal and interest payable in mentily installments AXX AS FOLLOWS: (SEE NOTE BELOW)* month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 22nd day of when so made to be applied first to the payment of the interest on the amount of principal remaining unpaid and the balance thereof credited to the principal; and

WHEREAS, the said COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE or its assigns and the Borrower desire to secure (a) the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said Trustees or substituted Trustees, or by any person hereby secured, on account of any disputed matter or any hitigation at law or in equity which may arise in respect to this trust or the property heremafter mentioned, and of all money which may be advanced as provided herein, with interest as appears in said note on all such costs and advances from the date thereof; and (b) the performance of the covenants and agreements of the Borrowers herein contained.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the Borrowers, in consideration of the Cherry to the dollar hawful money of the United States of America to them in hand paid by the Trustees, the receipt of which before the unto the Trusteer upon the following trusts the following described land and premises, situate in the County of .. Frederick State of Maryland, known and distinguished as:

*INTEREST ONLY ON FUNDS ADVANCED PURSUANT TO A BUILDING LOAN AGREEMENT DATED: May 17, 1978

Lots numbered Thirty-Five (35), Forty (40), Forty-Four (44), Forty-Five (45) and Fifty-Nine (59) in a subdivision known as Section · Five-A. "HILLCREST ORCHARDS", as per plat recorded in Plat Book 15, at Plat 23, among the Land Records of Frederick County, Maryland.

Being all the same land to be conveyed to the aforesaid Borrower by deed from Montgomery Development Corp., dated even date herewith and intended to be recorded among the aforesaid Land Records immediately prior hereto.

**Five certain promissory notes as follows:

Note #1 of 5 is in the principal sum of \$39,500.00-secures Lot 35 Note #2 of 5 is in the principal sum of \$46,000.00 secures Lot 44 Note #3 of 5 is in the principal sum of \$43,500.00-secures Lot 45 Note #4 of 5 is in the principal sum of \$40,000.00-secures Lot 59 Note #5 of 5 is in the principal sum of \$48,000.00-secures Lot 40

Provided no default exists in the terms of this Deed of Trust, said Notes, or the Building Loan Agreement referred to herein, the Grantor shall be entitled to demand and receive releases of individual lots upon the payment of such sums as are advanced for each lot, together with accrued interest thereon to date of such payments and the cost of the preparation and execution of the releases; provided, however, that neither the acceptance of any such payment nor the issuance of such release shall affect the liability of the borrower of the lien of this Deed of Trust upon the remainder of the property herein described for the full amount of the indebtedness remaining unpaid.

IT IS STIPULATED AND WARRANTED BY THE LENDER AND THE BORROWER THAT THE LOAN HEREBY SECURED IS TRANSACTED SOLEY FOR THE PURPOSE OF CARRYING ON OR ACQUIRING A BUSINESS OR COMMERCIAL INVESTMENT.

together with all the improvements thereon, and all and every the casements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all fixtures now or hereafter attached to or used in connection with the Property including but not limited to those for the purpose of supplying or distributing heat mg, cooling, electricity, natural gas, water, air and light and including, but not limited to, plumbing, bath tubs, water here is, water closels, sinks, ranges, stoves, refrigerators, dishwashers, washers, dryers, awnings, screens, blinds, shades, storm and sours, antennas, attached floor coverings, trees and plants including replacements to all of the foregoing, and A the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the Borrowers, in, to, or not of the said land and premises; and all of the foregoing, tagether with said property, are herein referred to as the "Property".

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared, that is to say: IN TRUST to parait said Borrower, or assistor as heremafter provided, to use and occupy the said described Property, and the rents, issues and profits thereof as hereinafter provided, to take, have, and apply to and for such Borrower's sole use and benefit, until such time when the